TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320678

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHELSIO COMMUNICATIONS, INC.		10/14/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3218510	CHELSIO COMMUNICATIONS
Registration Number:	3197200	
Registration Number:	3218509	CHELSIO COMMUNICATIONS
Registration Number:	3184329	CHELSIO

CH $115.00 3218510

CORRESPONDENCE DATA

Fax Number: 4048853900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4048853868
Email: rusty.close@troutmansanders.com
Correspondent Name: CHRISTOPHER CLOSE
Address Line 1: TROUTMAN SANDERS LLP
Address Line 2: 600 PEACHTREE STREET NE, SUITE 5200
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.001640
NAME OF SUBMITTER:	Christopher Close
SIGNATURE:	/Christopher Close/
DATE SIGNED:	10/21/2014

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**Agreement**") is entered into as of the Effective Date by and between **SILICON VALLEY BANK** ("**Bank**") and **CHELSIO COMMUNICATIONS, INC.** ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CHELSIO COMMUNICATIONS, INC.

By: _____
Name: KIANOSH NAGHSHINEH
Title: CEO

BANK:

SILICON VALLEY BANK

By: _____
Name: Marina Bobrovich
Title: VP

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
NONE		

EXHIBIT B

Patents

Description	Registration/ Serial Number	Registration/ Application Date
Reduced-Overhead DMA	6,813,652	11/02/2004
Multi-Purpose Switching Network Interface Controller	7,447,795	11/04/2008
Method to Implement an L4-L7 Switch Using Split Connections and an Offloading NIC	7,616,563	11/10/2009
Method of Traffic Scheduling in Intelligent Network Interface Circuitry	7,660,264	02/09/2010
Virtualizing the Operation of Intelligent Network Interface Circuitry	7,660,306	02/09/2010
Method for UDP Transmit Protocol Offload Processing with Traffic Management	7,715,436	05/11/2010
Protocol Offload Transmit Traffic Management	7,724,658	05/25/2010
Filtering Ingress Packets in Network Interface Circuitry	7,760,733	07/20/2010
Intelligent Network Adaptor with Adaptive Direct Data Placement Scheme	7,826,350	11/02/2010
Full Offload of Stateful Connections, with Partial Connection Offload	7,831,720	11/09/2010
Scalable Direct Memory Access Using Validation of Host and Scatter Gather Engine (SGE) Generation Indications	7,831,745	11/09/2010
Virtualizing the Operation of Intelligent Network Interface Circuitry	7,924,840	04/12/2011
Method for Using a Protocol Language to Avoid Separate Channels for Control Messages Involving Encapsulated Payload Data Messages	7,945,705	05/17/2011
Configurable Switching Network Interface Controller	8,032,655	10/04/2011

Using Forwarding Engine		
Intelligent Network Adaptor with End-to-End Flow Control	8,060,644	11/15/2011
RDMA Write Completion Semantics	8,122,155	02/21/2012
Method to Implement an L4-L7 Switch Using Split Connections and an Offloading NIC	8,139,482	03/20/2013
Protocol Offload Transmit Traffic Management	8,155,001	04/10/2012
Method for Traffic Scheduling in Intelligent Network Interface Circuitry	8,213,427	07/03/2012
Protocol Offload Transmit Traffic Management	8,339,952	12/25/2012
Failover and Migration for Full-Offload Network Interface Devices	8,346,919	01/01/2013
Intelligent Network Adaptor with End-to-End Flow Control	8,356,112	01/15/2013
Protocol Offload in Intelligent Network Adaptor, Including Application Level Signalling	8,589,587	11/19/2013
Intrusion Detection and Prevention Processing within Network Interface Circuitry	8,621,627	12/31/2013
Virtualizing the Operation of Intelligent Network Interface Circuitry	8,686,838	04/01/2014
Thin Provisioning Row Snapshot with Reference Count Map	8,806,154	08/12/2014
Distributed Cache Coherent Shared Memory Controller Integrated with a Protocol Offload Network Interface Card	14/454,564	8/7/2014
Failover and Migration for Full-Offload Network Interface Devices	13/690,976	11/30/2012
Intelligent Network Adaptor with DDP of Out-of-Order Segments	11/747,793	5/11/2007
Intrusion Detection and Prevention Processing Within Network Interface Circuitry	14/099,577	12/6/2013
Method and Apparatus for Configuring and Booting with	13/631,266	9/28/2012

More Than One Protocol Using Single Option ROM BIOS Code on Multi Function Converged Network Adapter		
Method for Congestion Control in a Network Interface Card	14/276,947	5/13/2014
Method for Efficient Routing in a Network Interface Card	13/330,513	12/19/2011
Method for Flow Control in a Packet Switched Network	12/853,248	8/9/2010
Multi-Function Interconnect Having a Plurality of Switch Building Blocks	13/622,288	9/18/2012
Network Adaptor Configured for Connection Establishment Offload	11/735,861	4/16/2007
Multi-Purpose Switching Network Interface Controller	PCT US2002012679	04/11/2002
Reduced-Overhead DMA	PCT US2002011582	04/11/2002
Non-Blocking Scalable Switching Fabric	PCT US2002011709	04/11/2002

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
CHELSIO COMMUNICATIONS (& design)	3,218,510	03/13/2007
	3,197,200	01/09/2007
CHELSIO COMMUNICATIONS	3,218,509	03/17/2007
CHELSIO	3,184,329	12/12/2006

EXHIBIT D

Mask Works

Description	Registration/ Application Number	Registration/ Application Date
NONE		